

**Amendment #2  
To  
SERVICE AGREEMENT  
Contract Number: CA074477  
Between**

**SHELBY COUNTY GOVERNMENT and THE UNIVERSITY OF MEMPHIS**

The following terms and conditions, as applicable, (the "Amendment") shall amend the above-referenced contract (hereinafter, the "Agreement") entered into June 20, 2006 between Shelby County Government ("County") and The University of Memphis ("University") and are incorporated by reference and made an integral part of that Agreement. The terms and conditions of this Amendment shall control in the event of any conflict with any term or condition of the Agreement. Those terms and conditions of the Agreement not amended herein shall remain in full force and effect.

**NOW THEREFORE**, the parties agree to modify and/or amend the Agreement as follows:

**A. The following provisions of the Agreement are modified as follows:**

- 1. Article 2, first sentence, shall be revised to add Year 3 funding and shall read:  
"County shall pay University \$195,438 for Year 1, \$249,992 for Year 2,  
and \$249,992 for Year 3 for Service performed by University's personnel  
for County."**

- 2. Article 4 shall be revised to add Year 3 and shall read:**

**"The term of this Agreement shall commence on August 1, 2006 and shall  
expire June 30, 2009."**

**B. Exhibit A – Year 3 shall be appended to the Agreement to incorporate the  
additional Service to be performed for Year 3.**

Subject to the modifications set forth in this Amendment, the above-referenced original Agreement between the parties is hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed in duplicate counterpart original by their duly authorized representatives.

**THE UNIVERSITY OF MEMPHIS**

**SHELBY COUNTY GOVERNMENT**

By: \_\_\_\_\_  
Shirley C. Raines, President

By: \_\_\_\_\_  
A C Wharton, Jr., Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Legal Form  
Efficacy and Propriety

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

## **EXHIBIT A – Year 3**

### **Technology Coordination Office Scope of Work**

**University shall continue the work for the Technology Coordination Office (TCO) in accordance with the scope of work outlined in Exhibit A of the Service Agreement.**

**In addition, during Year 3 the Technology Coordination Office will conduct the second phase of the enterprise planning project. The second phase will establish a framework for how best to develop, implement and support existing and new applications and data stores. A recommendation will be developed for cost effective development technologies and database platforms for use within Shelby County. Finally a technical and organizational framework for effectively monitoring and supporting the infrastructure will be developed.**